

## ARTICLE 5

### UNION RIGHTS AND REPRESENTATION

**1. Representation:** The Union is the exclusive representative of the employees in the Bargaining Unit and is entitled to act for these employees. The Union is responsible for representing the interests of all employees in the Bargaining Unit without discrimination and without regard to Union membership. The Union retains the right to designate its representatives on all matters.

- a. The designated officers or representatives of the National Federation of Federal Employees (NFFE) Forest Service Council (FSC) have the right to represent the employees within the entire Bargaining Unit in the Forest Service. Vice Presidents (or their designees) of the NFFE FSC have the right to represent employees within the Management Units to which they are assigned (that is, the Regions, the CCC, Research, and WO/WO-Detached). If and when the Forest Service establishes new organization structures, the National Parties will discuss appropriate representational arrangements. Local officers and representatives have the right to represent employees within their Local.
- b. For the purpose of administration of this Master Agreement, Management agrees to recognize representatives of the NFFE National Office in lieu of or in addition to Local officials and officials of the NFFE FSC.
- c. Designation of Union Representatives:
  - (1) The designated officials at the national level are the President and Secretary-Treasurer, NFFE FSC. The FSC will provide Management with a list of names and email addresses of all FSC officers.
  - (2) The FSC Vice Presidents are the designated officials at the respective intermediate level. When there is no FSC Vice President, the FSC President is the designated official.

- (3) The Local President is the designated official for each Local. Each Local may designate additional representatives for specific matters, for each line organization, and for different shifts or duty stations. Any such designations shall be in writing. When there is no Local President, the FSC Vice President to which that Local is assigned will be the designated official.
  - (4) Articles 9 and 11 establish designated contacts for the purposes of those articles.
  - (5) The Union will inform Management in writing of its designated representatives and will provide Management with a written notice of any change of a designated official or representative within 14 days of the change.
- 2. The Union has the right to represent an employee or group of employees in presenting a grievance or other appeal or when raising matters of concern. The Union has the exclusive right to represent employees under the negotiated grievance procedure in this Master Agreement. The Union has the exclusive right to invoke arbitration. An employee or group of employees may present a grievance without representation by the Union provided that the Union is given a reasonable opportunity to be present at all discussions. In all cases, the Union shall have the right to be present at any meeting between Management and Bargaining Unit employee(s) where resolution of any grievance is discussed. Settlement agreements and decisions reached under Article 9 processes may not conflict with the terms of this Master Agreement. The Union will be given copies of all settlement agreements, decisions, and correspondence related to Article 9 processes.
- 3. In providing effective representation, Union representatives will use the most economical and efficient efforts to resolve representational matters including use of current communication technologies whenever practical in accordance with Article 7.
- 4. **Formal Discussions:** The Local Union President or designee will be given reasonable notice, the opportunity to attend, and participate in formal discussions. A formal discussion is any meeting between one or more representatives of the Forest

Service and one or more Bargaining Unit employees concerning any grievance, personnel policy or practice, or other general condition of employment.

## **5. Official Time and Travel:**

a. Official Time: Union officials who are employees will be granted a reasonable amount of official time to perform the following representational functions. The actual amount of official time to be used may vary in each situation.

(1) Review Management's proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions.

(2) Receive, review, prepare, and present grievances.

(3) Handle complaints such as Fair Labor Standards Act, Merit Systems Protection Board, Equal Employment Opportunity Commission, Office of Special Counsel, and Office of Workers Compensation.

(4) Prepare for negotiations.

(5) Negotiate.

(6) Prepare reports required by Section 7120(c) of Chapter 71, Title 5 of the U.S. Code.

(7) For members of the Executive Board or their designee: visit, phone, and write to elected representatives in support of or opposition to pending or desired legislation that would impact working conditions of employees represented by the FSC.

Up to 320 hours of official time for up to 12 Union officials may be used for the annual Union-sponsored congressional contact meeting. The 320-hour bank of hours or number of attending Union officials may be increased by agreement of the National Parties. Within 30 days prior and then following the meeting, the FSC will provide Management with a list of the employees, dates of travel, home unit, and the number of hours used by each employee.

- (8) Perform other representational and contract administration functions, such as: time spent in meetings with management; communicating with unit employees regarding working conditions and conditions of employment; disseminating labor-management information to bargaining unit employees; representing the Labor organization in investigations pursuant to 5 USC 7114(a)(2)(B); representing the Labor organization in formal discussions; participating in Partnership activities; reviewing and studying policies or other matters affecting the unit; researching, preparing; and other related matters.
  - (9) Contact other Union officers regarding the aforementioned functions.
- b. Travel and Per Diem: Travel and per diem are not entitlements under 5 USC 71. However, the Parties have negotiated the following provisions for payment of travel and per diem:
  - (1) Employees who are performing representational functions as specified in Section 5(a) and are the designated Union representatives under Section 1 above will be paid travel and per diem, taking into account Section 3 above.
  - (2) Payment of travel and per diem for Union representatives who are not the normal designated Union official, as defined in Section 1, or the locally available representative will be determined by whether the travel is necessary and promotes the efficient and proper administration of this Master Agreement.
  - (3) Travel will be requested and approved prior to its commencement pursuant to applicable governing requirements (that is Federal Travel Regulations). Use of Government-owned or -leased vehicles for Union representatives will be in accordance with the provisions of Article 7.
- c. The Parties agree that administration of this Master Agreement is of mutual benefit. Therefore, when the Parties agree, less than full-time employees (Permanent Seasonal) in off-duty status who are needed to effectively resolve

complaints and Labor-Management issues will be paid appropriately as mandated by applicable law or case law for the time spent administering this Master Agreement.

- d. When a Union official has been granted official time, pay rates applied to the official time will include any shift differentials otherwise applicable to the representative's agency-assigned work during that shift.
- e. All official time, including travel to and from meetings or Union sponsored training, will be excludable for Administratively Uncontrollable Overtime (AUO) calculation purposes.

**6. Release Procedures for Use of Official Time:** Procedures for release are as follows:

- a. The Union official and his or her supervisor will communicate with each other regarding:
  - (1) The type of representation matter (See 5.a),
  - (2) The approximate length of time needed,
  - (3) Location, and
  - (4) A way to contact when away from their normal duty station.

This is not intended to be a barrier to releasing a Union official. Union officials and supervisors may mutually agree on alternate arrangements for release procedures of a continuing nature.

- b. The Union official will request release as far in advance as practical. Normally, ordinary workload will not preclude release; however, if the official cannot be released at the requested time due to work requirements, the official will be released when the workload requirements have been met or other arrangements have been made. If the official cannot be released the day of the request, the denial will be in writing and will include the reason for the delay and when the Union official will be released (normally within 24

hours). If a delay in releasing a Union official involves a situation with a contractual time limit, the time limit will be extended equal to the delay.

- c. When performing representational functions with employees at other worksites, the Union official will notify the unit head or the immediate supervisor before visiting an employee(s). If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the Union official can visit the employee.

- 7. Membership Drives:** Upon request and subject to normal security limitations, the Union shall be granted authority to conduct up to two membership drives at any location within a 1-year period, up to 45-days duration each, before and after duty hours, and at break periods and lunch periods. Upon request, Management shall provide the Union with available, reasonable, and visible space; tables; bulletin boards; and easels for use in drives. Current government communication technologies shall be made available in accordance with Article 7.
- 8. Restraint:** There shall be no restraint, coercion, or discrimination against any Union official because of the performance of duties in consonance with this Master Agreement and the Act, or against any employee for filing a complaint or acting as a witness under this Master Agreement, the Act or applicable regulations.
- 9.** The Union will be invited to present their rights and responsibilities to the law enforcement community at any regional annual law enforcement meeting. The Union will also advise all Bargaining Unit employees of their right to Union representation at any other times they determine necessary.